

7-5-01

REC

07-16-2001  
101777474 ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
06/28/2001

GRANT OF TRADEMARK SECURITY INTEREST

**Conveying Party**

Mark if additional names of conveying parties attached

Name: Wilen Products, Inc. Execution Date: 06/28/2001

Formerly: \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization: Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name: Bankers Trust Company, as Agent

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): One Bankers Trust Plaza

Address (line 2): 130 Liberty Street

Address (line 3): New York, New York, 10006

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization: Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

**FOR OFFICE USE ONLY**

07/13/2001 T01A21 00000007 75412653  
01 FC:481 40.00 DP  
02 FC:482 500.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

**Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231**

**Domestic Representative Name and Address**

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Priscila E. Castillo  
Name of Person Signing

  
Signature

07/05/2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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1,851,929	2,068,036	<input type="text"/>
2,087,980	2,162,856	<input type="text"/>
2,019,675	<input type="text"/>	<input type="text"/>
2,088,026	<input type="text"/>	<input type="text"/>
2,044,521	<input type="text"/>	<input type="text"/>
2,095,951	<input type="text"/>	<input type="text"/>
2,169,994	<input type="text"/>	<input type="text"/>

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, Wilen Products, Inc.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, Katy Industries, Inc.**, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of June 28, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company ("**BTCo**"), as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Rate Exchangers**"); and

**WHEREAS, Grantor** has executed and delivered that certain Subsidiary Guaranty dated as of June 28, 2001 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of June 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service

Grant of Trademark  
Security Interest

marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

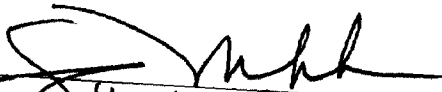
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28 day of June, 2001.

**Wilco Products, Inc.**

By:   
Name: Stephen P. Nicholson  
Title: Assistant Treasurer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>Appin Number</b>	<b>Filing Date</b>	<b>Trademark Regist. No.</b>
Wilen Products, Inc.	ROTOTECK	Registered	74/108,068	10/22/1990	1,659,583
Wilen Products, Inc.	QUICK FINISH	Registered	74/310,645	9/3/1992	1,815,434
Wilen Products, Inc.	HMP&DESIGN	Registered	74/187,906	7/19/1991	1,696,143
Wilen Products, Inc.	JANSAN & DESIGN	Registered	74/184,237	7/11/1991	1,703,336
Wilen Products, Inc.	PRO DUST H2O	Registered	74/342,199	12/22/1992	1,953,922
Wilen Products, Inc.	MAGIC MOP	Registered	74/341,895	12/21/1992	1,807,596
Wilen Products, Inc.	BRUSHWORX	Registered	74/358,940	2/16/1993	1,879,232
Wilen Products, Inc.	CLEAN SWEEP	Registered	74/362,955	3/1/1993	1,879,233
Wilen Products, Inc.	KING KOTTON & DESIGN	Registered	71/104,900	7/7/1917	120,022
Wilen Products, Inc.	BACK2BACK	Registered	74/377,362	4/8/1993	1,851,929
Wilen Products, Inc.	HUSKY	Registered	74/535,356	6/9/1994	2,087,980
Wilen Products, Inc.	EARTH MOP	Registered	74/580,508	9/30/1994	2,019,675
Wilen Products, Inc.	PAD DRIVER PLUS	Registered	74/612,144	12/19/1994	2,088,026
Wilen Products, Inc.	METAL LITE	Registered	74/633,642	2/13/1995	2,044,521
Wilen Products, Inc.	TIE-FREE	Registered	75/058,616	2/14/1996	2,095,951
Wilen Products, Inc.	MICROFLEX	Registered	75/063,165	2/22/1996	2,169,994
Wilen Products, Inc.	JEAN CLEAN	Registered	75/063,163	2/22/1996	2,068,036
Wilen Products, Inc.	DUAL DUTY	Registered	75/206,411	12/2/1996	2,162,856
Wilen Products, Inc.	COLOR GUARD	Pending	75/412,663	12/24/1997	N/A
Wilen Products, Inc.	CHEF TEK	Published	75/666,376	3/23/1999	N/A
Wilen Products, Inc.	WE MAKE IT EASY TO CLEAN	Pending	75/531,816	8/6/1998	N/A

<b>Grantor/Owner</b>	<b>MARK</b>	<b>Status</b>	<b>Filing/Reg. Date</b>	<b>App./Registra tion No.</b>
Wilen Products, Inc.	CLEAN SWEEP	Abandoned 10/08/97 (Renewal) Saegis Search - still registered (Wilen Manufacturing Co., Inc.)	10/08/87	T7,904
Wilen Products, Inc.	EASY REACH	Abandoned 06/20/94-After Inter-Partes Decision (The Wilen Companies, Incorporated)	12/22/92	74/342,198
Wilen Products, Inc.	FAN-TASTIC MOP	Expired (Wilen Manufacturing Co., Inc.)	12/08/70	903,864
Wilen Products, Inc.	MUSCLE MOP	Pending; Suspended (Wilen Products, Inc.)	12/11/97	75/403,854
Wilen Products, Inc.	PADDRIVER PLUS	Found on Saegis Search - Abandoned 01/05/95 (The Wilen Companies, Incorporated)	03/11/93	74/367,044
Wilen Products, Inc.	RATCHET WRINGER	Abandoned 09/21/99-Failure to Respond (The Wilen Companies, Incorporated)	07/13/98	75/517,866

Wilen Products, Inc.	REFRESH	Common Law (159 Hits for Search)		
Wilen Products, Inc.	STICK-M	Abandoned 10/08/97 (renewal due) (still in use) Saegis Search - still registered (Wilen Manufacturing Co., Inc.)	10/08/87	T7,906
Wilen Products, Inc.	SUPER LOOPER	Abandoned 10/08/97 (renewal due) (still in use) Saegis Search - still registered (Wilen Manufacturing Co., Inc.)	10/08/87	T7,912
Wilen Products, Inc.	TWIST & CLEAN	Abandoned 09/21/99 -Failure to Respond (Wilen Products, Inc.)	06/01/98	75/495,877
Wilen Products, Inc.	WAX-O-MATIC	Common Law (1 Hit for Search-canceled mark Reg. No. 1,449,774 owned by Right line Products Inc.)		
Wilen Products, Inc.	WILEN	Common Law (0 Hits for Search)		